

ATTACHMENT NO. VIII-G

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Contract with Autism Home Services, Inc.

Potential motion:

Move to approve the contract with Autism Home Services, Inc.

Recommended action:

Approve the motion

North Boone will require school consultation and services from an Autism Home Services Applied Behavior Consultant that implements the best practices and principles of Applied Behavior Analysis per the Behavior Analyst Certification Board (BACB) to meet student special education needs. This contract is recommended to be approved to meet student needs in compliance with an IEP.

School Consultation Service Agreement

This **Agreement** for consultation services is entered into this 15th _____ day of January, 2020, by and between the Board of Education of North Boone CUSD 200 (hereafter referred to as "District") and Autism Home Support Services, Inc. (hereafter referred to as "Consultant").

IT IS HEREBY AGREED AS FOLLOWS:

1. **Term:** the term of this Agreement shall be for a period beginning on January 15th, 2020 and ending on June 30th, 2020, unless otherwise agreed upon in writing by the parties or other termination criteria is met (see Section 15)
2. **Services:** The Consultant shall provide consultation and educational services on an as-needed basis as determined by the District, including, but not limited to a) records reviews, b) individual student assessments, c) classroom-based assessments, d) consultation-related correspondence and reports, e) IEP conference attendance, f) staff training, g) home visits, and h) educational programming
 - a. The scope of services must be specified at the outset of the contract (see Addendum B) and can be altered only upon written or verbal request to the Consultant and confirmation of availability as evidenced by an updated services addendum
3. **Schedule:** The District will provide the Consultant with documentation to reflect dates of availability to provide services (e.g., school calendar)
4. **Compensation & Payment:** For services rendered hereunder by the Consultant, the District shall pay the rates to the Consultant as outlined in Addendum A, attached herein. The District shall pay the Consultant on a monthly basis after no more than forty five (45) days after a) delivery of services by the Consultant; b) the District's receipt of a monthly invoice including the date(s) of service, indication of services provided, and the time incurred; and c) following Board approval of such itemized monthly invoices.
5. **Notices:** Unless otherwise specified in the Agreement, any notice required or permitted to be given pursuant to the terms of this Agreement, except Termination "Notices," will be in writing and must be either mailed (postage prepaid) or emailed to the recipient at the address(es) listed below. Any such Notice will be effective on the date the Notice was mailed or sent electronically via e-mail. The following address(es) or agent(s) to receive Notices may be changed by the provision of notice pursuant to this Section:

To the Consultant:

Autism Home Support Services
School Consultation Services
Attn: Teresa Mackey
5 Revere Dr., Suite 120
Northbrook, IL 60062
Email: tmackey@autismhomesupport.com

To the District:

North Boone CUSD 200
Attn: Mrs. Ashley Doetch
6248 N. Boone S. Rd.
Poplar Grove, IL 61065
Email: aDoetch@nbcusd.org

6. **Dispute Resolution:** In the event a dispute between the Consultant and the District arises out of or in relation to this Agreement, the Parties shall make reasonable commercial efforts to resolve the dispute by negotiation between the Parties. If negotiation between the Parties is unable to resolve a dispute within sixty (60) days of the date the aggrieved Party sends written notice of the dispute to the other Party, the dispute may be litigated.
7. **District Policies:** The Consultant shall, at all times when providing services under this Agreement, conform to the applicable policies, practices, procedures, and rules set forth by the District. The District retains the right to repeal, change, or modify any policies or regulations which it has adopted or may hereafter adopt, subject however, to restrictions contained in school codes and applicable law in the state in which services are rendered.
8. **Qualifications:** The Consultant shall provide personnel which hold the required certification and licensure to perform the duties and responsibilities in compliance with established code. The Consultant shall, at all times when providing services under this Agreement, conform to applicable policies, practices, procedures, and rules set forth by the standards of practice and codes of ethics set forth by the professional associations. The Consultant shall, at all times, provide staff which are background checked, properly trained in the specialty, and maintaining licensing, as required, by the state in which services are rendered.
9. **Insurance:** During the term of this Agreement, the Consultant shall maintain general liability and professional liability insurance coverage in at least the following amounts: one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of the Agreement. As evidence of such coverage, the Consultant shall furnish the District with a current Certificate of Insurance prior to commencing services under this agreement upon request.
10. **Materials & Supplies:** materials and supplies required for the provision of services under this Agreement, if any, shall be provided by the District
11. **No benefits:** The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that the Consultant, nor any of its personnel, shall at no time be considered an employee of the District for any reason, unless the parties shall otherwise agree in writing. The Consultant shall not be entitled to any of the rights and privileges established for the employees of the District, including but not limited to vacations and vacation pay, sick leave with pay, paid holidays; life, accident, or health insurance; participation in retirement programs provided by the State in which services are rendered or the District; or severance pay upon termination of the Agreement. The Consultant shall be solely responsible for paying all applicable payroll or employment taxes, including but not limited to FICA, federal personal income tax and state personal income tax.
12. **School Student Records:** All of the school student records maintained by the District that are used by the Consultant in connection with the provision of services under this Agreement shall be and remain the property of the District. The Consultant shall have the right to use school student records for treatment purposes as may be permitted by law. Each party to the Agreement shall make available to the other party to this Agreement medical and other information, as may be permitted by law, for defense of any claim. The Consultant shall adhere to the provisions of the Family Educational Rights and Privacy Act, the Health

Insurance Portability and Accountability Act of 1996, and related state laws in the state in which services are rendered, and their respective regulations regarding student records and the information contained therein, as to all students of the District to whom services will be provided under this Agreement.

13. **Indemnification:** The Consultant agrees to indemnify, hold harmless, and defend the District, its employees, officers, directors, and agents, against any and all liability, loss, damage, claim, demand, judgement, cause of action, cost or expense, including attorney's fees, arising from by reason of, based upon, or relating to performance of any act or negligence of the Consultant during the performance of this Agreement. Notwithstanding anything to the contrary, the Consultant's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage or as to that portion of any claim of loss in which the insurer is obligated to defend or satisfy.
14. **Termination:** This Agreement shall commence on the Effective Date and terminate on the End Date listed in Section 1, except as provided herein or otherwise agreed to by the parties in writing. Either party may terminate this Agreement for any reason, at any time, by written notice delivered to the other party not less than thirty (30) days prior to the termination date. The Consultant will be entitled to recover any outstanding compensation earned as of the date of receipt of written notification from the District of its termination of the Agreement. Notice shall be deemed effective when postmarked. Written, thirty (30) day notice is not required in the following instances: 1) either party reports an egregious ethical breach by and to the other party that is not immediately rectified, 2) failure to comply with or rectify noncompliance with the provisions of this Agreement immediately upon either party reporting such noncompliance to the other party, or 3) failure of both parties to mutually agree upon what is clinically appropriate and feasible to address via the services provided according to this Agreement after both parties have made reasonable attempts to come to an agreement. All required notices shall be directed as follows:

To the Consultant:

Autism Home Support Services
Attn: Teresa Mackey
5 Revere Dr., Suite 120
Northbrook, IL 60062

To the District:

North Boone CUSD 200
Attn: Mrs. Ashley Doetch
6248 N. Boone S. Rd.
Poplar Grove, IL 61065

15. **Equal Opportunity:** The Consultant and the District agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, ancestry, race, color, religious belief, national origin, marital status, disability, military status, unfavorable discharge from military services, sexual orientation, or any other classification protected by federal, state, or local law
16. **Governing Law:** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the state in which services are rendered, provided; however, that the conflicts of law principles in the state in which services are rendered shall not apply to the extent they would operate to apply the laws of another state. Each of the parties agrees not to institute any litigation in any other jurisdiction, with any dispute herewith.
17. **Miscellaneous:**

- a. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein and may not be amended, modified, or waived, in any respect whatsoever, except by the written agreement signed by the parties
- b. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered on and the same instrument
- c. All representatives and warranties made by each party in the Agreement, and all covenants and obligations of each party which are to be performed after the termination of this Agreement, shall survive the termination of this Agreement
- d. The Agreement shall be binding upon and inure to the benefit of the Consultant, his successors and assigns, and shall be binding upon, and inure to the benefit of the District, its successors and assigns
- e. Both parties have had the opportunity to seek the advice of counsel
- f. If any section, provision, paragraph, phrase, clause, or word contained herein is held to be void, invalid, or contrary to law by a court of competent jurisdiction, it shall be deemed removed herefrom, and the remainder of this Agreement shall continue to have its intended full force and effect

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and, in the case of the District, by the Designee of its Board of Education, on the day and year written below.

Teresa Mackey, M.A., BCBA
Autism Home Support Services, Inc.
5 Revere Dr., Suite 120
Northbrook, IL 60062

Provider

Date: _____

Mrs. Ashley Doetch
North Boone CUSD 200
6248 N. Boone S. Rd.
Poplar Grove, IL 61065

Ashley E. Doetch
Designee

Date: 1/28/2020

Addendum A
Compensation Rates

Clinician Training/Education	Hourly Rate (up to 6 hrs / day)	Daily Rate (> 6 hr / day)
Masters-level Board Certified Behavior Analyst (BCBA)	\$150 / hr	\$1000
Doctoral-level clinician (Ph.D, Psy.D, etc.) in a related specialty with training, experience, &/or expertise in behavior analysis	\$200 / hr	\$1400

The above Hourly/Daily Rates correspond to time spent face-to-face with staff and/or students conducting assessment, observation, staff training & coaching, attending meetings, etc. Summative notes of observations, meetings, etc. (i.e., non-clinical reporting) are not billed in addition to the daily rates.

Clinical services rendered indirectly (e.g., report writing, data analysis, records review, etc.) will be billed at ½ the direct hourly rate.

Addendum B

Scope of Services to be Rendered

The below services (select all that apply) are intended to be included as part of this Agreement:

☒ Individual student functional behavior assessment for 2-3 student(s)

Includes direct & indirect assessment of challenging behaviors, treatment planning, staff training & ongoing coaching, family training & support (as needed), and attendance at relevant meetings & planning sessions for the specified student(s)

Termination of this service (for each student) is marked by the student's team achieving target implementation goals and the student making target reduction goals

☐ Individual student educational/skills assessment for ____ student(s)

Includes direct & indirect educational skills assessments (e.g., VB-MAPP, curriculum assessment, etc.), treatment planning, staff training & ongoing coaching, and attendance at relevant meetings & planning sessions for the specified student(s) for the purposes of assisting in making educational content recommendations and goals

Termination of this service (for each student) is marked by the student's team achieving target implementation goals

☐ Classroom-based assessment for ____ classroom(s)

Includes direct & indirect assessment of classroom needs & challenges, treatment planning, staff training & ongoing coaching, and attendance at relevant meetings and planning sessions for the specific classroom(s) for the purposes of assisting the classroom staff in addressing class-wide needs (such as overall classroom structure supports, reduction in class-wide challenging behaviors, etc.)

Termination of this service (for each classroom) is marked by the classroom team achieving target implementation goals

☐ General building consultation for ____ days per month (on average)

Includes pre-determined presence of the Consultant on site anywhere within the district for the agreed upon days throughout the school year, such that the District has on site expertise to address needs of their students & staff as they arise. Consultant time may be used to attend meetings, observe in specified classrooms/activities, coach staff on general principles and basic ABA strategies, etc.

Termination of this service occurs at the end of the Agreement term (specified in Section 1 above)

☐ Specific classroom(s)/program(s) consultation for ____ days per month (on average)

Includes pre-determined presence of the Consultant on site in the specified classrooms/programs for the agreed upon days throughout the school year, such that the District has on site expertise to address needs of the classroom/program students & staff as they arise. Consultant time may be used to attend meetings, observe in specified classrooms/activities, coach staff on general principles and basic ABA strategies, etc.

Termination of this service occurs at the end of the Agreement term (specified in Section 1 above)

Consultant Designee Initials: _____

District Designee Initials: WED

Date: 1/28/2020